

CRANSTON SCHOOL COMMITTEE MEETING

JUNE 15, 2015

HOPE HIGHLANDS ELEMENTARY SCHOOL

300 HOPE ROAD, CRANSTON, RI 02921

EXECUTIVE SESSION – 6:00 P.M.

IMMEDIATELY FOLLOWED BY PUBLIC MEETING

MINUTES

The School Committee meeting was held on the evening of the above date at Hope Highlands Elementary School with the following members present: Chairperson Ruggieri, Mrs. Culhane, Mr. Fusco, Mr. Gale, Mr. Traficante and Mr. Wall. Attorney Cascione was present during Executive Session.

It is noted that Mr. Colford was absent with cause.

The meeting was called to order at 6:00 p.m. It was moved by Mr. Gale; seconded by Mr. Traficante to convene to Executive Session pursuant to RI State Laws. The roll was called; all were in favor: Mr. Colford – Absent; Mrs. Culhane – Yes; Mr. Fusco – Yes; Mr. Gale – Yes; Mrs. Ruggieri – Yes; Mr. Traficante – Yes; Mr. Wall – Yes:

PL 42-46-5(a)(1) Personnel:

a. Discussion of Certified Administrator A

- b. Discussion of Certified Administrator B**
- c. Discussion of Certified Administrator C**
- d. Discussion of Certified Administrator D**
- e. Discussion of Certified Administrator E**
- f. Discussion of Certified Administrator F**
- g. Discussion of Certified Administrator G**
- h. Discussion of Certified Administrator H**
- i. Discussion of Certified Administrator I**
- j. Discussion of Certified Administrator J**
- k. Discussion of Certified Administrator K**
- l. Discussion of Certified Administrator L**
- m. Discussion of Certified Administrator M**
- n. Discussion of Certified Administrator N**
- o. Discussion of Certified Administrator O**
- p. Discussion of Certified Administrator P**
- q. Discussion of Certified Administrator Q**
- r. Discussion of Certified Administrator R**
- s. Discussion of Certified Administrator S**
- t. Discussion of Certified Administrator T**
- u. Discussion of Certified Administrator U**
- v. Discussion of Certified Administrator V**
- w. Discussion of Certified Administrator W**
- x. Discussion of Certified Administrator X**
- y. Discussion of Certified Administrator Y**
- z. Discussion of Certified Administrator Z**
- aa. Discussion of Certified Administrator AA**

- bb. Discussion of Certified Administrator BB**
- cc. Discussion of Certified Administrator CC**
- dd. Discussion of Certified Administrator DD**
- ee. Discussion of Certified Administrator EE**
- ff. Discussion of Certified Administrator FF**
- gg. Discussion of Certified Administrator GG**
- hh. Discussion of Certified Administrator HH**
- ii. Discussion of Certified Administrator II**
- jj. Discussion of Certified Administrator JJ**
- kk. Discussion of Certified Administrator KK**
- ll. Discussion of Certified Administrator LL**
- mm. Discussion of Certified Administrator MM**
- nn. Discussion of Certified Administrator NN**
- oo. Discussion of Certified Administrator OO**
- pp. Discussion of Certified Administrator PP**
- qq. Discussion of Certified Administrator QQ**
- rr. Discussion of Certified Administrator RR**
- ss. Discussion of Certified Administrator SS**
- tt. Discussion of Certified Administrator TT**
- uu. Discussion of Certified Administrator UU**
- vv. Discussion of Certified Administrator VV**
- ww. Discussion of Certified Administrator WW**
- xx. Discussion of Non-Certified Administrator A**
- yy. Discussion of Non-Certified Administrator B**
- zz. Discussion of Non-Certified Administrator C**
- aaa. Discussion of Non-Certified Administrator D**

- bbb. Discussion of Non-Certified Administrator E**
- ccc. Discussion of Non-Certified Administrator F**
- ddd. Discussion of Non-Certified Administrator G**
- eee. Discussion of Non-Certified Administrator H**
- fff. Discussion of Non-Certified Administrator I**
- ggg. Discussion of Non-Certified Administrator J**
- hhh. Discussion of Non-Certified Administrator K**
- iii. Discussion of Non-Certified Administrator L**
- jjj. Discussion of Non-Certified Employee A**
- kkk. Discussion of Non-Certified Employee B**
- III. Discussion of Non-Certified Employee C**
- mmm. Discussion of Non-Certified Employee D**
- nnn. Discussion of Non-Certified Employee E**
- ooo. Discussion of Non-Certified Employee F**

PL 42-46-5(a)(2) Collective Bargaining/Litigation:

PL 42-46-5(3)

A District Safety Plan

Call to Order - Public Session at 7:15 p.m.

The roll was called; a Quorum was present

Executive Session Minutes were sealed – Mrs. Ruggieri stated that no votes were taken in Executive Session and that all personnel listed

above were notified. A motion was made to seal the minutes of the executive session. Moved by Mr. Wall; seconded by Mr. Traficante. The roll was called; Mr. Colford – Absent; Mrs. Culhane – Yes; Mr. Fusco – Yes; Mr. Gale – Yes; Mrs. Ruggieri – Yes; Mr. Traficante – Yes; Mr. Wall – Yes

A motion was made to approve the Minutes of Previous Meetings Approved – May 13, 2015 and May 18, 2015 by Mr. Traficante; seconded by Mr. gale. The roll was called; all were in favor.

Public Acknowledgements/Communications - None

Chairperson's Communications - None

Superintendent's Communications - None

School Committee Member Communications

Mr. Traficante presented Mr. Joseph Balducci with an “At-A-Boy” certificate thanking him for all his hard work and bringing the financial stability to the Cranston School Department.

Mr. Gale stated – I visited Mrs. Manera and her 5th grade class last week and wanted to thank them for their presentation and their policy objectives that they are going to talk about tonight. They put a lot of hard work into this and it is very good and something we all should

listen to.

Public Hearing

Students (Agenda/Non-Agenda Matters)

1. Members of Mrs. Manera's 5th grade class - spoke on policies and procedures and their project, "Project Citizen"

Members of the Public (Agenda Matters Only)

1. Gail DeRobbio, 12 Intervale Road, Cranston – Spoke on Rosemary Reardon and her award for Teacher of the Year, Dr. Lundsten's retirement, the appointment of Norma Cole as Assistant Superintendent.

Action Calendar/Action Agenda

The following resolutions were unanimously adopted under the Consent Agenda:

**15-6-9; 15-6-11; 15-6-12; 15-6-13; 15-6-14; 15-6-15; 15-6-16; 15-6-17;
15-6-18; 15-6-19; 15-6-20; 15-6-21; 15-6-22; 15-6-23; 15-6-24; 15-6-25;
15-6-26; 15-6-27; 15-6-29 (w/addendum); 15-6-30; 15-6-31; 15-6-32;
15-6-33; 15-6-34; 15-6-35; 15-6-36; 15-6-38; 15-6-39; 15-6-40; 15-6-41;
15-6-42; 15-6-43; 15-6-44; 15-6-45; 15-6-46; 15-6-47; 15-6-48; 15-6-49;**

15-6-50

A motion was made to approve by Mr. Traficante; seconded by Mr. Gale. The roll was called; all were in favor.

RESOLUTIONS

Sponsored by the Cranston School Committee

Resolution No. 15-06-03 Whereas , Rosemary Reardon, an elementary school teacher at Oak Lawn elementary school, has been named the Cranston Teacher of the Year for 2015-2016, and

Whereas, Rosemary has been an integral part of the Oak Lawn faculty since 2008, having also been a Hope Highlands faculty member, and a member of the Bain and Gladstone faculties and has received exemplary reviews in each of these teaching positions, and

Whereas, Ms. Reardon has been an active member of her educational community as she has presented workshops focused on technology, participated in many and varied professional development programs, most recent attending 20 hour Google symposium such as, “Problem Solving and Critical thinking with Discrete Mathematics”, developed websites such as “The Doctor is in.. Your Cure for the Common Core” teaching after school robotics programming, and

Whereas, Ms. Reardon is an outstanding teacher, a true professional and an advocate for her students. She is exceptionally dedicated, knowledgeable and skillful and has the respect of her colleagues, administrators, parents and students.

Be it Resolved, that Rosemary Reardon be recognized by the Cranston School Committee for outstanding accomplishments as a teacher in our community.

Be it further RESOLVED, that Rosemary Reardon receive a copy of this Resolution signed by the members of the Cranston School Committee.

A motion was made to approve by Mr. Traficante; seconded by Mr. Wall. The roll was called; all were in favor.

Sponsored by the Cranston School Committee

Resolution No. 15-06-04 Whereas, Dr. Judith A Lundsten has dedicated 32 years to the children of Cranston Public Schools as a teacher, an assistant principal, a principal, an Assistant Superintendent and then Superintendent of Schools, and

Whereas, Dr. Judith A Lundsten has provided strong and dedicated leadership to the Cranston Public Schools as Superintendent, and

Whereas, Dr. Judith A Lundsten hereby retires from the Cranston Public Schools effective June 29, 2015.

Be it RESOLVED, that in honor of her dedicated service to the youth of the City of

Cranston and the Cranston Public Schools, Dr. Judith A Lundsten be recognized for the commitment and dedication shown to this district in her many years of service.

Be it further RESOLVED, that Dr. Judith A Lundsten receive a copy of this Resolution signed by the members of the Cranston School Committee.

A motion was made to approve by Mr. Traficante; seconded by Mr. Wall. The roll was called; all were in favor.

Mrs. Nota-Masse stated – I want to thank Dr. Lundsten as well. The last 3 years we have worked closely together and she has guided and mentored me along the way in Central Office in the role of Assistant Superintendent. Again, I wish you well and I am a bit envious. I am sure you are happy to move on to more relaxed times. Best of luck to you.

Mrs. Culhane stated – Judy, we can't thank you enough for your leadership and your dedication to the students for the last 32 years

here in Cranston.

Mr. Traficante stated – Judy, you have heard me say many times “Service are the dues one must pay to occupy space here on earth.” You certainly have paid your dues and in a very professional, genuine and honest manner. You will be missed.

Mr. Gale stated – Thank you for everything you have done. I have been very impressed with all you have done for our schools and the children. What a lot of people do not know is if we call you on a Sunday, you actually answer and respond. That is very impressive to me. You have always been there. Thank you for all your hard work.

Mr. Fusco stated - Dr. Lundsten I just wanted to say thank you. One of the things that stood out to me before I got on the committee was that you would see me and my wife out somewhere and the first words out of your mouth were “How are you and what can I do to help.” That meant so much to us and we truly appreciate your service to the District.

Mr. Wall stated - Thank you for your support as I came onto the Committee. One of the things I will miss the most is the first even that I got to that you will not be at. All the events that I have attended as a School Committee member and as a parent, you were always there. You will be missed.

A motion was made to approve by Mrs. Culhane; seconded by Mr. Traficante. The roll was called; all were in favor.

Sponsored by the Cranston School Committee

Resolution No. 15-06-05 Whereas, the following individual has been recognized for outstanding individual achievement in the All-State Band Competition:

Whereas, TROY CEDARFIELD who is a student at Western Hills auditioned for the All State Jazz Ensemble and was then selected to be part of the Rhode Island Junior All State Jazz Ensemble;

Whereas, he went on to play at the All State Concert in March 2015;

Be it RESOLVED, that the above student be formally congratulated by the Cranston School Committee for his outstanding accomplishment.

Be it further RESOLVED, that he be presented with a copy of this Resolution signed by the members of the School Committee.

Sponsored by the Cranston School Committee

Resolution No. 15-06-06 Whereas, the following students from

Western Hills Middle School competed in the Verizon App Challenge:

Whereas, in February 2015, Ethan Wu, Sarah Danella, Madison Drezek, Kaitlyn Fitzgerald, Lexi Lombardi and Tea Conti competed in and won the State and Regional (STEM) Verizon App Challenge;

Whereas, this was the second year in a row that Western Hills Middle School was awarded a \$5,000 grant for their “Learning Lots” app idea to help students and adults with autism;

Be it RESOLVED, that the above student, along with their teacher, Michael Blackburn, be formally congratulated by the Cranston School Committee for this outstanding accomplishment.

Be it further RESOLVED, that they be presented with a copy of this Resolution signed by the members of the School Committee.

A motion was made to approve by Mr. Wall; seconded by Mr. Traficante. The roll was called; all were in favor.

Sponsored by the Cranston School Committee

Resolution No. 15-06-07 Whereas, on Saturday, April 18, 2015, the Western Hills Middle School Science Olympiad team competed in the RI Science Olympiad Competition at Rhode Island College;

Whereas, the team competed against 16 other public and private middle schools in the state and came in 3rd place in the middle school division;

Whereas, the following students were awarded medals:

GOLD: Logan Chin, Justin Ragosta

SILVER: Leah Ragosta and Matthew Tortolani

BRONZE: David Fang, Jonas Kendra, Stephen Lemme, Bella Payne, Michael Rannacher, Matthew Tortolani and Michael Tortolani

Whereas, all members of the team worked very hard and should be commended.

Members of the Western Hills Science Olympiad Team: Logan Chin, Garrett Doidge, David Fang, Julianna Gentili, Jonas Kendra, Eden Ladouceur, Sofia Lanzi, Stephen Lemme, Bella Payne, Justin Ragosta, Leah Ragosta, Michael Rannacher, Matthew Tortolani, Michael Tortolani and Nicholas Williams.

Be it RESOLVED, that the above students and their teacher, Carl Gamba be formally congratulated by the Cranston School Committee for their outstanding accomplishments and hard work;

Be it further RESOLVED, that they be presented with a copy of this Resolution signed by the members of the School Committee.

A motion was made to approve by Mr. Gale; seconded by Mr. Traficante. The roll was called; all were in favor.

Resolution No. 15-06-08 Whereas, Mrs. Michaela Horta, a 7th grade Social Studies teacher was awarded the State VFW award for Outstanding Social Studies Teacher;

Be it RESOLVED, that the above teacher be formally congratulated by the Cranston School Committee for this outstanding accomplishment.

Be it further RESOLVED, that she be presented with a copy of this Resolution signed by the members of the School Committee.

A motion was made to approve by Mr. Gale; seconded by Mr. Fusco. The roll was called; all were in favor.

PERSONNEL

Resolution No. 15-06-09 RESOLVED, that at the recommendation of the Superintendent, said certified personnel be recalled from layoff, and;

Be it further RESOLVED that the Superintendent notify these individuals of the committee's actions.

Resolution No. 15-06-10 RESOLVED, that the employment contract for Jeannine Nota-Masse for the position of Superintendent be approved. (Financial Impact Analysis attached)

A motion was made to Table Resolution No. 15-06-10 by Mr. Traficante; seconded by Mr. Gale. Discussion followed.

Mrs. Ruggieri stated - We noticed unfortunately too late that there was an error on the Fiscal Impact Analysis. We are required by law to give 72 hours notice, which is why we are tabling this resolution.

The roll was called; all were in favor.

Resolution No. 15-06-11 RESOLVED, that the employment contract for Norma Cole for the position of Assistant Superintendent be approved. (Financial Impact Analysis attached)

Resolution No. 15-06-12 RESOLVED, that at the recommendation of the Superintendent, said certified administrator be renewed as follows:

Brian Flinn, Assistant Principal

Cranston High School East

Contract Effective Date...July 1, 2015

See attached Fiscal Impact Analysis

Resolution No. 15-06-13

RESOLVED, that at the recommendation of the Superintendent, said certified administrator be renewed as follows:

John Fontaine, Assistant Principal

Cranston High School West

Contract Effective Date...July 1, 2015

See attached Fiscal Impact Analysis

Resolution No. 15-06-14

RESOLVED, that at the recommendation of the Superintendent, said certified administrator be renewed as follows:

Timothy Vesey, Assistant Principal

Western Hills Middle School

Contract Effective Date...July 1, 2015

See attached Fiscal Impact Analysis

Resolution No. 15-06-15

RESOLVED, that at the recommendation of the Superintendent, said certified administrator be renewed as follows:

Lisa Abbott, Special Education Administrator

Pupil Personnel

Contract Effective Date...July 1, 2015

See attached Fiscal Impact Analysis

Resolution No. 15-06-16

RESOLVED, that at the recommendation of the Superintendent, said certified administrator be renewed as follows:

Kathryn Marks, Director

Alternate Education Program

Contract

Effective Date...July 1, 2015

See attached Fiscal Impact Analysis

Resolution No. 15-06-17

RESOLVED, that at the recommendation of the Superintendent, said certified administrator be renewed as follows:

Sandra Matoian-Heard, Special Education

Administrator

Pupil Personnel

Contract Effective Date...July 1, 2015

See attached Fiscal Impact Analysis

Resolution No. 15-06-18

RESOLVED, that at the recommendation of the Superintendent, said certified administrator be renewed as follows:

Kristin Ward, Director

English Language Learners

Contract Effective Date...July 1, 2015

See attached Fiscal Impact Analysis

Resolution No. 15-06-19

RESOLVED, that at the recommendation of the Superintendent, said certified administrator be renewed as follows:

Beth-Anne Basile, Principal

Dutemple Elementary

Contract Effective Date...July 1, 2015

See attached Fiscal Impact Analysis

Resolution No. 15-06-20

RESOLVED, that at the recommendation of the Superintendent, said certified administrator be renewed as follows:

Susan Buonanno, Principal

Gladstone Elementary School

Contract Effective Date...July 1, 2015

See attached Fiscal Impact Analysis

Resolution No. 15-06-21

RESOLVED, that at the recommendation of the Superintendent, said certified administrator be renewed as follows:

Patricia Caporelli, Principal

George J. Peters Elementary School
Contract Effective Date...July 1, 2015
See attached Fiscal Impact Analysis

Resolution No. 15-06-22 **RESOLVED**, that at the
recommendation of the Superintendent, said certified administrator
be renewed as follows:

Marlene Gamba, Principal
Edgewood Highlands Elementary School

Contract Effective Date...July 1, 2015
See attached Fiscal Impact Analysis

Resolution No. 15-06-23 **RESOLVED**, that at the
recommendation of the Superintendent, said certified administrator
be renewed as follows:

Katrina Pillay, Principal
Rhodes Elementary

Contract Effective Date...July 1, 2015
See attached Fiscal Impact Analysis

Resolution No. 15-06-24

RESOLVED, that at the recommendation of the Superintendent, said certified administrator be renewed as follows:

**Erica Stackhouse, Principal
Rhodes Elementary**

**Contract Effective Date...July 1, 2015
See attached Fiscal Impact Analysis**

Resolution No. 15-06- 25

RESOLVED, that at the recommendation of the Superintendent, said certified administrator be renewed as follows:

**Thomas Barbieri, Principal
Cranston High School West
Contract Effective Date...July 1, 2015
See attached Fiscal Impact Analysis**

Resolution No. 15-06-26

RESOLVED, that at the recommendation of the Superintendent, said certified administrator be renewed as follows:

**Jenny Chan-Remka, Principal
Hugh B. Bain Middle School**

Contract Effective Date...July 1, 2015

See attached Fiscal Impact Analysis

Resolution No. 15-06-27

RESOLVED, that at the recommendation of the Superintendent, said certified administrator be renewed as follows:

Vincent Varrecchione, Director

Health, Physical Education and Athletics

Contract Effective Date...July 1, 2015

See attached Fiscal Impact Analysis

Resolution No. 15-06-28 RESOLVED, that at the recommendation of the Superintendent the following certified personnel be appointed for the 2014-2015 school year:

Tabitha Ruiz, Step 12 + Masters

Education...Russell Sage College, BS MS

Experience...Sargent Rehabilitation Center

Certification...Occupational Therapy License

Assignment...Itinerant .6 FTE

Effective date...September 1, 2015

Authorization...Replacement

Fiscal Note... 12817070 51110

A motion was made to withdraw Resolution No. 15-06-28 by Mrs.

Culhane; seconded by Mr. Traficante. The roll was called; all were in favor.

Resolution No. 15-06-29 RESOLVED, that at the recommendation of the Superintendent, the following certified personnel be appointed as substitutes on a temporary basis as needed:

Courtney Estrella, Early Childhood Pk-2

Emily MacMillan, Health & Physical Education PK-12

Amanda Iacampo, Secondary English

Karen Hitte, Elementary 1-6

Tabitha Ruiz, Occupational Therapist

Please add the following to Resolution No. 15-06-29:

Lindsay Burrows, Art PK-12

Christopher Miller, Secondary English

Sara Zanfagna, Elementary/Middle Special Education

Resolution No. 15-06-30 RESOLVED, that at the recommendation of the Superintendent, the retirement of the following certified personnel be accepted:

Kenneth Hopkins, Teacher

Cranston East

Effective Date...June 29, 2015

Shelia Vestri, Teacher

Oak Lawn

Effective Date...June 29, 2015

Barbara Pavone, Teacher

Itinerant

Effective Date...June 29, 2015

Judith Lundsten, Superintendent

Central Administration

Effective Date...June 29, 2015

Nancy DeCosta, Teacher

Bain

Effective Date...June 29. 2015

Melody Albanese-Kelly, Teacher

Itinerant

Effective Date...June 29, 2015

Martha Landes, Teacher

Park View

Effective Date...June 29, 2015

Diane Zapasnik, Teacher

Eden Park

Effective Date...June 29, 2015

Donna Zaroogian, Teacher

Charter

Effective Date...June 29, 2015

Audrey Guttin, Teacher

Cranston West

Effective Date...June 29, 2015

Ruth Billings, Teacher

Arlington

Effective Date...June 29, 2015

Janet Kanelos, Teacher

Itinerant

Effective Date...June 29, 2015

Wendy Leiter, Teacher

Park View

Effective Date....June 29, 2015

Luis Mejia, Teacher

Western Hills

Effective Date...February 29, 2016

Dr. Lundsten stated – Tonight on the agenda we had two additional retirements and I wanted to acknowledge these fine educators. Mr. Ken Hopkins has been a teacher at Cranston East for 18 years. Many of you also know him as an athletic director for 12 years. We would like to offer him our congratulations. He is a delightful individual that is well liked by his colleagues and students. We wish him the best.

We also have Luis Mejia who has been at Western Hills for 10 years. He is also on the agenda for his retirement and would like to offer him the best also. Congratulations to these fine educators.

Resolution No. 15-06-31 RESOLVED, that at the recommendation of the Superintendent, the resignation of the following coach (es) be accepted:

Michael Giblin, Assistant Football Coach

Cranston East

Effective date...May 27, 2015

Eric White, Assistant Boys' Soccer Coach

Cranston East

Effective date...June 5, 2015

Resolution No. 15-06-32 RESOLVED, that at the recommendation of

the Superintendent, the following non-certified employee(s) be appointed:

Donna King, Part Time Secretary

Central Registration

Effective Date....June 18, 2015

New

Fiscal Note...18643150 51110

Anne Carlson, Confidential Executive Administrative Assistant

Central Administration

Effective Date...July 1, 2015

Replacement

Fiscal Note...19741100 51110

Resolution No. 15-06-33 RESOLVED, that at the recommendation of the Superintendent, the following non-certified personnel be appointed as substitutes on a temporary basis as needed:

Ana Rodriguez, Secretary

Judegar Bucasas, Custodian

Resolution No. 15-06-34 RESOLVED, that at the recommendation of the Superintendent, the retirement(s) of the following non-certified personnel be accepted:

Michael Gelsomino, Custodian

Plant

Effective Date...June 29, 2015

Jacqueline Soderlund, Executive Administrative Assistant

Business Office

Effective Date... June 29, 2015

Maureen DeCesaris, Teacher Assistant

Hope Highlands

Effective Date...June 29, 2015

Carol Goding, Teacher Assistant

Hope Highlands

Effective Date...June 29, 2015

Michael McDonald, Teacher Assistant

Gladstone

Effective Date...June 17, 2015

Resolution No. 15-06-35 RESOLVED, that at the recommendation of the Superintendent, non-certified staff members be laid off from their respective positions.

BUSINESS

Resolution No. 15-06-36 WHEREAS, It is well documented that appropriate school facilities are important for student health and well-being, as well as for positive learning outcomes; and

WHEREAS, A number of Cranston Public schools require much needed improvements to improve the quality of existing building, many of which are 60 years or older.

WHEREAS, Cranston will be unable to rectify these conditions absent state housing aid; and

WHEREAS, State housing aid has been frozen since fiscal year 2012; and therefore be it

RESOLVED, that the Cranston School Committee urges the General Assembly to enact legislation that lifts the state's housing aid moratorium

Resolution No. 15-06-37 RESOLVED, that the Lease Agreement between Legion Realty Co., Inc. and the Cranston School Department for the premises located at 83 and 85 Rolfe Street, Cranston, Rhode Island be approved. The property will house the Adult Education program which includes but is not limited to GED and Adult Vocational Program (lease agreement attached)

A motion was made by Mr. Fusco; seconded by Mr. Traficante.

Discussion followed:

Mr. Fusco stated – I was looking for a little background on this and what are we doing now?

Mrs. Nota-Masse stated – The current situation is that the Adult Education Program and our AEP Program share space in the basement where the Charter School is located at 4 Sharp Drive. As the AEP program, which services our students that are mainly high school students, occasionally we will have middle school students, as that expands, the sharing of space with two distinctly different groups of people with different needs has made it difficult for both programs to grow appropriately. Last year it was determined to have the Adult Education program seek out alternative space so they can expand and include the programs that they need. The AEP program which services our students up to 12th grade, need space and proper instructional area as well.

Mr. Fusco stated – Is this a standard type of a lease. The thing that stood out to me is that the section under taxes states that the tenant is responsible for all real estate taxes.

Mrs. Nota-Masse stated – I would defer to Joe for that one.

Mr. Balducci stated - It is part of the basic lease. Most of our buildings are tax exempt because they are for educational purposes.

However, when the need arises that we need to rent and the owner technically is making a profit, it needs to stay on as a taxable entity thereby subject to property taxes.

Mr. Fusco stated – Is it normal that the tenant pays those taxes?

Mr. Balducci stated – Yes. I look to Mr. Traficante and the relationship with the Charter School and the landlord of that building. They are in what is called a “Triple Net Lease” and thereby the tenant is responsible for all operating expenses, one of them being property taxes.

Mr. Traficante stated – When we first wanted to lease the Charter School we took our case to Judge Weisberger because we felt that this was an educational institution and we should not have to pay real estate taxes. Judge Weisberger ruled against us because it is a commercial building and we have to pay the tax.

Mr. Balducci stated – A similar example might be when a church rents space from a store front or facility. You would think a church falls under the non-exempt rule, but they fall under the same category as us in this situation.

Mr. Fusco stated Do we have a budget for this?

Mr. Balducci stated – When we reviewed the lease, I looked at

everything from a fiscal standpoint, a pro-forma financial statement was prepared by Gail Dzekevich, who oversees that program so yes, there are sufficient dollars to operate.

Mrs. Ruggieri stated – Joe, to clarify, the GED program is run through grants and tuition?

Mr. Balducci stated – That is correct. This is going to be funded by tuitions Some of the programs that are run out of this program. The grants may cover ½ classes and then if it is a popular program offered, we can charge tuition. That is where the operating expense comes from. It is not grant funded, it is funded with fees.

Mr. Fusco stated - That would cover the cost of the lease?

Mr. Balducci stated – The operational expenses as well.

Mrs. Culhane stated – The program as it is currently run, is it self sufficient?

Mr. Balducci stated – Yes, we handle it like a grant and any money left over at the end of the year stays with that program.

Mrs. Culhane stated – I represent that area and my question would be oppose to the school now, there is not really much of a parking situation because the students are bussed in. How many people are

we looking at, what are the hours and what is the parking situation looking like?

Mrs. Nota-Masse stated – Gail is here tonight and can answer some of that. I know that many of the Adult Education d folks that take advantage of that program come in at night when some of the other businesses are closed.

Gail Dzekevich stated – There is parking on the side, in the back and in front of the building. If we need parking, the landlord owns across the street and we can use that as well.

Mrs. Culhane stated – Thank you. How many people are you looking to be there? What are the hours?

Gail Dzekevich - They are there from 5:30-8:30 two nights a week, approximately 50 students at night. There is ample parking.

Mr. Gale stated – I know the price is approximately \$7.00 per square foot and that seems like a fair price, was there any comparison shopping? Did you look at any other locations in the area or was this a one shot deal?

Gail Dzekevich stated – We have been looking for several months. We found a few others. One in Garden City and they could not agree upon the lease. Another on Pontiac Avenue and it was less space for

more money.

Mrs. Ruggieri stated – One other thing is it was already a school and set up and ready to go. It was more cost effective than some of the other spaces.

Mrs. Ruggieri stated – I did want to make one statement just to clarify things. The co-owner of this building is related to the head of the Laborers' Union who is our partner with the Charter School. There is no conflict and no reason why we would not be able to rent from this person. We just wanted to fully disclose this. One last thing, the lease as it reads right now, we are not listed anywhere on it so I am going to ask that we Table this resolution so the lease is written up with the correct information.

A motion was made by Mrs. Ruggieri to Table Resolution No. 15-06-37; second my Mrs. Culhane. The roll was called; Mr. Colford – Absent; Mrs. Culhane – Yes; Mr. Fusco – Yes; Mr. Gale – Yes; Mrs. Ruggieri – Yes; Mr. Traficante – Abstain; Mr. Wall – Yes.

Resolution No. 15-06-38 RESOLVED, the School Committee revised budget for 2015-16 be approved.

Resolution No. 15-06-39 RESOLVED, that a transfer of \$500,000 from the main operating budget to the capital reserve fund be approved.

Resolution No. 15-06-40 RESOLVED, The Alternative Learning Program at Horton Elementary to be provided by West Bay Collaborative at a cost of \$577,180 for the 2015-2016 academic school year.

Resolution No. 15-06-41 RESOLVED, that the following purchases be approved:

Technology Education supplies in the amount of \$10,015.37 (Pending the availability of funding 2015-16)

Number of bids issued 8

Number of bids received 7

Resolution No. 15-06-42 RESOLVED, that the following purchases be approved:

Music supplies in the amount of \$4,904.05 (Pending the availability of funding 2015-16)

Number of bids issued 9

Number of bids received 6

Resolution No. 15-06-43 RESOLVED, that the following purchases be approved:

Art supplies in the amount of \$30,857.36 (Pending the availability of funding 2015-16)

Number of bids issued 14

Number of bids received 14

Resolution No. 15-06-44 RESOLVED, that the following purchases be approved:

Kindergarten supplies in the amount of \$3,599.34. (Pending the availability of funding 2015-16)

Number of bids issued 10

Number of bids received 8

Resolution No. 15-06-45 RESOLVED, that the following purchases be approved:

Magnum Scrubber / Sweeper in the amount of \$26,583 for 3 units.

Number of bids issued 3

Number of bids received 1

POLICY AND PROGRAM

Resolution No. 15-06-46 RESOLVED, that the following policy be revised (see attached policy)

#5145a Due Process

Resolution No. 15-06-47 RESOLVED, that at the recommendation of the Superintendent the following field trip(s) of long duration/conference(s) be authorized:

The Park View Middle School National Energy Education Development (NEED) Cougars will be traveling to Washington DC to participate in the NEED Youth Awards program. They have been selected as the Rhode Island Junior Runner Up Level Energy School of the Year for 2015. They will be departing on Friday, June 26, 2015 and returning Monday, June 29, 2015. The method of travel will be US Airways and the group will be staying at the Hyatt Regency in Crystal City, Virginia. Joanne Spaziano, is the supervising teacher, and one additional chaperone will accompany the eight students. Each individual attending will be responsible for their two hundred and thirty seven dollar flight and have requested donation from the CTA, PVMS fundraising, private donors and sponsorships.

Resolution No. 15-06-48 RESOLVED, that at the recommendation of the Superintendent the following field trip(s) of long duration/conference(s) be authorized:

Cranston Area Career & Technical Center to attend the SkillsUSA National Competition and leadership/career development sessions to be held in Louisville, Kentucky. They will be travelling by air, departing Sunday, June 21, 2015 and returning Saturday, June 27, 2015. There are fourteen students attending, accompanied by three chaperones. Group will be staying at Fairfield Inn and Suites, 100 East Jefferson Street, Louisville, Kentucky. Each individual attending will be responsible for financing his/her trip. Two dinners and one breakfast will be provided, otherwise students responsible for food. Students will be providing chaperones with insurance cards prior to trip.

Resolution No. 15-06-49 RESOLVED, that at the recommendation of the Superintendent the following field trip(s) of long duration/conference(s) be authorized:

The Cranston West football team will be participating in the Vermont Academy Football Camp August 19, 2015 through August 21, 2015. The Academy is located in Saxtons River, VT. Coach Stoehr, the head football coach for CHSW and six other chaperones will accompany sixty students where they will participate in workshops, team building as well as practicing and concentrating on the game of football. Each individual attending will be responsible for a one hundred and seventy-five dollar fee with additional funds coming from current BAA football account and money raised during fundraising. No player will be turned away for financial hardship.

Resolution No. 15-06-50 RESOLVED, that at the recommendation of the Superintendent the following field trip(s) of long duration/conference(s) be authorized:

The Cranston High School East and Cranston High School West Music Program will be performing at Disney World and participating in Disney Performance Workshops. The band will be departing Thursday, April 14, 2016 and returning Tuesday, April 19, 2016. Travel will be by airlines and ground transportation. Mark Colozzi, the Program Supervisor, Music Co-Director of Bands & Choir Director at CHSE and nine other chaperones will accompany the one hundred to one hundred and fifty students. Each individual attending will be responsible for \$1,750 which includes transportation, accommodations, gratuities, two meals per day, and festival and park fees. Accommodations will be at Disney All-Star Music Resort, 1801 West Buena Vista Drive, Lake Buena Vista, Florida 32821.

Public Hearing on Non-Agenda Items

- 1. Kathleen Williams, 7 Classic Court, Cranston – Spoke on parking and safety**
- 2. Mark A. Williams, 7 Classic Court, Cranston – Spoke on parking and safety**
- 3. Gail DeRobbio, 12 Intervale Road, Cranston – Spoke on issues**

while out on bereavement

Announcement of Future Meeting(s) –June 25, 2015

Adjournment

A motion to adjourn was made by Mrs. Culhane; seconded by Mr. Traficante. All were in favor. The meeting was adjourned at 8:13 p.m.

Respectfully submitted,

**Stephanie A. G. Culhane
Vice Chairperson**

Administrator's Compensation Schedule

Fiscal Year 2015-2016

NAME POSITION SCHOOL ANN

SALARY HEALTH DENTAL LIFE PENSION SURV

BEN OASDI MEDICARE TOTAL Fringe Sal & Fringe

Patricia Caporelli Elem. Prin. Peters 95,682.00 14310 1035 25

15,319 96 0 1387 32,172 127,854

Susan Buonanno Elem. Prin. Gladstone 92,868.00 14310 1035 25

14,868	96 0 1347	31,681	124,549		
Marlene Gamba Elem. Prin. Edgewood	96,532.00	14310 1035 25			
15,455	96 0 1400	32,320	128,852		
Beth-Anne Basile Elem. Prin. Dutemple	92,868.00	14310 1035 25			
14,868	96 0 1347	31,681	124,549		
Katrina Pillay Elem. Prin. Barrows	91,800.00	14310 1035 25	14,697		
96 0 1331	31,494	123,294			
Erica Stackhouse Elem. Prin. Rhodes	88,841.00	0 0 25	14,223		
96 0 1288	15,633	104,474			
Thomas Barbieri Principal West	108,012.00	0 0 25	17,293		
96 0 1566	18,980	126,992			
Jenny Chan-Remka Principal Bain	100,726.00	14310 1035 25			
16,126	96 0 1461	33,053	133,779		
Lisa Abbott SE Admin. Horton	93,840.00	14310 1035 25	15,024		
96 0 1361	31,850	125,690			
Sandra Matoian-Heard SE Admin. Horton	93,292.00	14310 1035 25			
14,936	96 0 1353	31,755	125,047		
Kristin Ward ELL Admin Horton	98,674.00	14310 1035 25	15,798		
96 0 1431	32,694	131,368			
Vincent Varrecchione Coor/Athletics Horton	91,800.00				
14310 1035 25	14,697	96 0 1331	31,494	123,294	
Kathryn Marks Dir/Adult Ed Adult Ed	93,840.00	14310 1035 25			
15,024	96 0 1361	31,850	125,690		
Brian Flinn Ass't Prin East	94,256.00	14310 1035 25	15,090		
96 0 1367	31,923	126,179			

John Fontaine Ass't Prin West	94,256.00	14310 1035 25	15,090
96 0 1367	31,923	126,179	
Timothy Vesey Ass't Prin Whills	89,159.00	0 0 25	14,274
96 0 1293	15,688	104,847	

Jeannine	Nota-Masse Superintendent Briggs	156,000.00
14310 1035 25	24,976 96 0 2262	42,704 198,704
Norma Cole Ass'tSup Briggs	118,208.00	14310 1035 25
96 1714	36,105	154,313

Administrator's Compensation Schedule

Fiscal Year 2016-2017

NAME POSITION SCHOOL ANN

SALARY HEALTH DENTAL LIFE PENSION SURV

BEN OASDI MEDICARE TOTAL Fringe Sal & Fringe

Susan Buonanno Elem. Prin. Gladstone	92,868.00	14310 1035 25	
14,868 96 0 1347	31,681	124,549	
Beth-Anne Basile Elem. Prin. Dutemple	92,868.00	14310 1035 25	
14,868 96 0 1347	31,681	124,549	
Katrina Pillay Elem. Prin. Barrows	91,800.00	14310 1035 25	14,697
96 0 1331	31,494	123,294	
Erica Stackhouse Elem. Prin. Rhodes	88,841.00	0 0 25	14,223
96 0 1288	15,633	104,474	

Thomas Barbieri Principal West	108,012.00	0 0 25	17,293
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96 0 1566	18,980	126,992			
Jenny Chan-Remka Principal Bain	100,726.00	14310 1035 25			
16,126 96 0 1461	33,053	133,779			
Lisa Abbott SE Admin. Horton	93,840.00	14310 1035 25	15,024		
96 0 1361	31,850	125,690			
Sandra Matoian-Heard SE Admin. Horton	93,292.00	14310 1035 25			
14,936 96 0 1353	31,755	125,047			
Kristin Ward ELL Admin Horton	98,674.00	14310 1035 25	15,798		
96 0 1431	32,694	131,368			
Vincent Varrecchione Coor/Athletics Horton			91,800.00		
14310 1035 25	14,697 96 0 1331	31,494	123,294		
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Brian Flinn Ass't Prin East	94,256.00	14310 1035 25	15,090		
96 0 1367	31,923	126,179			
John Fontaine Ass't Prin West	94,256.00	14310 1035 25	15,090		
96 0 1367	31,923	126,179			
Timothy Vesey Ass't Prin Whills	89,159.00	0 0 25	14,274		
96 0 1293	15,688	104,847			
Jeannine Nota-Masse Superintendent Briggs			156,000.00		
14310 1035 25	24,976 96 0 2262	42,704	198,704		
Norma Cole Ass'tSup Briggs	118,208.00	14310 1035 25	18,925		
96 1714	36,105	154,313			

Administrator's Compensation Schedule

Fiscal Year 2017-2018

NAME	POSITION	SCHOOL	ANN	SALARY
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HEALTH DENTAL LIFE PENSION SURV

BEN OASDI MEDICARE TOTAL Fringe Sal & Fringe

Beth-Anne Basile	Elem. Prin.	Dutemple	92,868.00	14310 1035 25	
14,868	96 0 1347	31,681	124,549		
Katrina Pillay	Elem. Prin.	Barrows	91,800.00	14310 1035 25	14,697
96 0 1331	31,494	123,294			
Erica Stackhouse	Elem. Prin.	Rhodes	88,841.00	0 0 25	14,223
96 0 1288	15,633	104,474			
Barbieri, Thomas	Principal	West	108,012.00	0 0 25	17,293
96 0 1566	18,980	126,992			
Chan-Remka, Jenny	Principal	Bain	100,726.00	14310 1035 25	
16,126	96 0 1461	33,053	133,779		
Lisa Abbott	SE Admin.	Horton	93,840.00	14310 1035 25	15,024
96 0 1361	31,850	125,690			
Sandra Matoian-Heard	SE Admin.	Horton	93,292.00	14310 1035 25	
14,936	96 0 1353	31,755	125,047		
Kristin Ward	ELL Admin	Horton	98,674.00	14310 1035 25	15,798
96 0 1431	32,694	131,368			
Vincent Varrecchione	Coor/Athletics	Horton			91,800.00
14310 1035 25	14,697	96 0 1331	31,494	123,294	
Kathryn Marks	Dir/Adult Ed	Adult Ed	93,840.00	14310 1035 25	
15,024	96 0 1361	31,850	125,690		

Brian Flinn Ass't Prin East	94,256.00	14310 1035 25	15,090
96 0 1367	31,923	126,179	
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96 0 1293	15,688	104,847	

Jeannine	Nota-Masse Superintendent Briggs	156,000.00
14310 1035 25	24,976 96 0 2262	42,704 198,704
Norma Cole Ass'tSup Briggs	118,208.00	14310 1035 25
96 1714	36,105	154,313

 

REAL ESTATE LEASE

This Lease Agreement ("Lease") is dated , by and between Legion Realty Co., Inc. ("Landlord"), and ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments

provided in this Lease, leases to Tenant Real Estate (the "Premises") located at 83 and 85 Rolfe Square, Cranston, RI 02910 consisting of approximately 6,500 sq. ft as outlined in the copy of the floor plans attached hereto.

TERM. The lease term will be for five years beginning on _____ and will terminate five years later on _____.

OPTION TO RENEW LEASE. Tenant shall have the option to renew the lease for a period of five years at a rate of \$ 7.50 per square foot for the first two years of the renewal period and \$ 7.75 for the remaining three years of the renewal period.

LEASE PAYMENTS. Tenant shall pay to Landlord annual lease payments of \$ 7.00 per square foot (\$ 45,500), \$ 3,792 payable monthly beginning on the 1st. day of each month for the first two years of the lease and \$ 7.25 per square foot, (\$ 47,125), \$ 3,927 payable monthly for the last three years of the lease.

Lease payments shall be mailed to the Landlord, C/O Francis J. Mariano, 2 Oak Tree Lane, Cranston, RI 02920, which address may be changed from time to time by the Landlord.

SECURITY DEPOSIT. At the time of the signing of this Lease, Tenant shall pay to Landlord, in trust, a security deposit of \$ 3,792 to be held and disbursed for Tenant damages to the Premises (if any) as

provided by law. Landlord shall have the right to offset the security deposit, in full or in part, against rent due under the terms of this lease upon rent in any amount becoming delinquent for 30 days or more.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES. Tenant may use the Premises only for a teaching facility. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

PROPERTY INSURANCE. Landlord and Tenant shall each maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord.

Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

LIABILITY INSURANCE. Tenant shall maintain liability insurance on the Premises with personal injury limits of at least \$1,000,000.00 for injury to one person, and \$1,000,000.00 for any one accident, and a limit of at least \$100,000.00 for damage to property. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies.

MAINTENANCE.

Landlord's obligations for maintenance shall include:

- the roof, outside walls, and other structural parts of the building**

Tenant's obligation for maintenance shall include:

- the sewer, water pipes, and other matters related to plumbing within the premises**
- Maintenance of the heating and air conditioning (if any) and for repairs thereto, except for major repairs or replacement thereof, which shall be the responsibility of the landlord. Major repairs are**

defined as repairs costing in excess of \$1,500.00. Tenant shall be responsible for the first \$1,500.00 of any repairs. In addition, tenant shall pay the landlord for any and all damages to water or gas fixtures, heating apparatus, plumbing connections and electrical fixture or lights, if said damage is caused by tenant. The landlord shall not be liable to the tenant for any damage to any property from any cause whatsoever while on the demised premises, unless resulting from the unlawful acts or active negligence on the part of the landlord, his agents and servants.

- all other items of maintenance not specifically delegated to Landlord under this Lease.

UTILITIES AND SERVICES. Tenant shall be responsible for all utilities and services incurred in connection with the Premises including heat, electric, air-conditioning, water, sewer and telephone.

TAXES. Tenant shall be responsible for all real estate taxes assessed against the premises during the term of the lease, including any real estate taxes levied against the land and buildings because of alterations, additions, changes or improvements done to the land and buildings by the tenant. Real estate taxes shall be paid monthly to landlord beginning on the first day of the lease. The amount of real estate taxes paid monthly shall be an estimate, based on the prior year's tax billing(s). Any difference between the monthly estimated amount and the actual amount shall be settled annually upon the issuance of current year tax bills. Taxes currently approximate

\$ 15,950 annually, \$ 1,329 monthly.

Tenants shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

TERMINATION UPON SALE OF PREMISES. Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon written notice to Tenant that the Premises have been sold as follows:

- In the event that there is more than one year remaining on the initial lease term, the landlord may terminate this lease upon written notice, such termination to become effective one (1) year from the date of such notice.**
- In the event that there is less than one year left on the initial lease term or extensions thereof, the landlord may terminate this lease upon written notice, such termination to become effective six (6) months from the date of such notice.**

DEFAULTS. Tenant shall be in default of this Lease if Tenants fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fail to cure any financial obligation within 15 days (or any other obligation within 15 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises

without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's default. All sums of money or charges required to be paid by Tenants under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Tenant shall be charged \$50.00 for each check that is returned to Landlord for lack of sufficient funds.

REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Landlord

which shall not be unreasonably withheld. Tenant shall not install awnings or advertisements on any part of the Premises without Landlord's prior written consent. Tenant shall not make any changes to the front or side of the premises without Landlord's prior written consent. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. Tenant shall provide to landlord the necessary key(s) and alarm codes necessary to enter the premises. Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenants consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agree to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord

may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

MECHANICS LIENS. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenants.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

Legion Realty Co., Inc.

C/O Francis J. Mariano, 2 Oak Tree Lane

Cranston, RI 02920

Tel. # 401-261-7010

TENANT:

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Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Rhode Island.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or

written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

LANDLORD:

Legion Realty Co., Inc.

By: _____

Date:

Christine Mariano, Treasurer

TENANT:

Gateways to Exchange.

By: _____ **Date:**

Cranston Public Schools Policy #5145(a)

DUE PROCESS

Due process procedures are incorporated into the Disciplinary Procedures for Cranston Students. All students are given a copy of the procedures at the beginning of each school year or when they

enroll in the district. Consistent with Rhode Island General Law, “each student and his or he parent (guardian) shall sign a statement verifying that they have been given a copy of the student disciplinary code of their respective school district.”

If a student is over the age of 18, the student must authorize the release of records or educational information. If the student and/or parent(s)/guardian(s) are not in agreement with the disciplinary decision made at the school level, the following steps may be taken:

Level I Dismissal of a Student from Class/Assignment of Detention

- 1. The student and/or parent(s)/guardian(s) shall be informed of the reasons for removal and assignment of detention by the principal and/or assistant principal.**
- 2. The student and/or the parent(s)/guardian(s) shall be given an opportunity to appeal the action to the principal of the school and present his/her point of view regarding the decision.**
- 3. The principal will render a decision and inform the student and/or parents verbally.**

Level 2 Suspensions of Ten (10) Days or Fewer

- 1. The student and/or parent(s)/guardian(s) shall be given oral or written notice of the charges against him/her and the proposed disciplinary consequence.**

- 2. If the student denies the charges, the student shall be given an explanation of the evidence the authorities possess.**
- 3. The student and/or parent(s)/guardian(s) shall be given an opportunity to present his/her version of the incident to the principal of the school or his/her designee.**
- 4. The notice and hearing generally should precede the student's removal from school since the hearing may almost immediately follow the incident, but if prior notice and hearings are not feasible, as where the student's presence endangers persons or property or threatens destruction of the academic process, thus justifying immediate removal from school, the necessary notice or hearing shall follow as soon as practicable.**
- 5. The student and/or parent(s)/guardian(s) shall have the right to appeal the decision of the school principal within ten (10) days of receipt of notice of the decision of the principal. This notice of appeal must be sent in writing by the student and/or parent(s)/guardian(s) to the office of the Superintendent; the principal rendering the decision must be notified of the appeal. If an interpreter is required by the student and/or parent(s)/guardian(s), that must also be included in the written appeal.**
- 6. The student will once again be given the opportunity to present his/her version of the incident, and the principal or his/her designee shall present the administration's version of the incident. Both parties can present any evidence they may have at the hearing before the Superintendent or his/her designee.**
- 7. The Superintendent or his/her designee will render a decision**

within a reasonable time after the hearing, and the decision will be forwarded to the student and/or parent(s)/guardian(s) in writing in their dominant language.

8. In the event a student has not attained the age of majority (eighteen years), notice containing the reason for the suspension and the duration thereof, the decision of the principal and the decision of the Superintendent shall be given to the parent(s) or guardian(s). Such notice shall be given in the parents' spoken language, unless it is clearly not feasible to do so.

Level 3 For Suspensions of Ten (10) Days or More / Expulsions

1. After being given the due process set forth above for suspensions of ten days or less, prior to suspension for more than ten days or expulsion, except for such time as not feasible, as where the student's presence endangers persons or property or threatens disruption of the academic process, thus justifying immediate removal from school, the necessary notice or hearing shall follow as soon as practicable, and the student and/or parent(s)/guardian(s) shall be afforded:

(a) A clear, written statement of the reason for suspension or expulsion;

(b) Notice of the right to a prompt public or private hearing, at the student's and/or parent(s)/guardian(s) election, before the school committee, and the right of the student to be represented by counsel

at such hearing; and

(c) If a hearing is requested, the student and/or parent(s)/guardian(s) shall be given a prompt notice setting the time and place of such hearing, said time and place to be reasonably set so as to allow sufficient time for preparation without undue delay.

2. In the event a student has not attained the age of majority (eighteen years), the parent(s) or guardian(s) shall be afforded the procedures stated in Section 1 (a), 1 (b) and 1 (c) above. Such notice shall be written in the parent(s) or guardian(s) spoken language, unless it is clearly not feasible to do so.

3. The student shall be afforded the hearing in which the student shall have the right to:

(a) Representation and participation by counsel;

(b) The right to cross-examine witnesses and to present witnesses in his/her behalf.

4. There shall be a complete and accurate stenographic or electronic record of the hearing including all exhibits. The records shall be preserved for transmission to the Commissioner of Education as soon as possible in the event of an appeal.

5. The student and/or parent(s)/guardian(s) shall be furnished a copy of the record without cost.

6. A written decision shall be rendered by the school committee, within a reasonable time, based exclusively on the record detailing the reasons and factual basis for the decision.

7. The student and/or parent(s)/guardian(s) shall promptly be provided with a copy of said decision and notice of his/her right to appeal to the Commissioner of Education.

8. A copy of the decision, together with the record, shall be promptly forwarded to the Commissioner of Education if there is an appeal.

First Reading: 06/10/15 Cranston School Department

Second Reading: 06/15/15

Amended: 06/15/15 Cranston, Rhode Island